

# ITEL

## Pullman

November 21, 1989

RECORDED NO. 7970-R FILED 148

NOV 27 1989 - 11 50 AM

INTERSTATE COMMERCE COMMISSION

**Istel Rail Corporation**

55 Francisco Street  
San Francisco, CA 94133  
(415) 984-4000  
(415) 781-1035 Fax

9-331A014

Hon. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

**Re: Supplemental Agreement No. 8 between The First National Bank of Chicago and Istel Rail Corporation**

Dear Ms. McGee:

On behalf of Istel Rail Corporation, the above instrument, in three (3) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$15 recordation fee.

Please record this Supplemental Agreement under the Equipment Trust Agreement (Series 6) dated as of June 15, 1975, between The First National Bank of Chicago and Istel Rail Corporation, as successor to Pullman Leasing Company, which was filed with the ICC on June 20, 1975, under Recordation No. 7970.

The parties to the aforementioned instrument are listed below:

Istel Rail Corporation (Obligor)  
55 Francisco Street  
San Francisco, California 94133

The First National Bank of Chicago (Trustee)  
First National Plaza  
Madison & Dearborn Streets  
Chicago, Illinois 60670

This Supplement covers the substitution of units of equipment for units of Trust Equipment which have been worn out, unsuitable for use, lost or destroyed.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

*Patricia Schumacker*

Patricia Schumacker  
Legal Assistant

NOV 27 11 42 AM '89  
FOTR OFFICE UNIT

**Interstate Commerce Commission**  
Washington, D.C. 20423

12/1/89

OFFICE OF THE SECRETARY

Patricia Schumacker  
Legal Assistant  
Ite! Rail Corporation  
55 Francisco Street  
San Francisco, California 94133

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/27/89 at 11:50am and assigned recordation number(s). 7970-R

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

RECORDATION NO.

*7270-R*

FILED 1425

NOV 27 1989 -11 50 AM

INTERSTATE COMMERCE COMMISSION

**PULLMAN LEASING COMPANY**

**EQUIPMENT TRUST**

**(SERIES 6)**

**SUPPLEMENTAL AGREEMENT NO. 8**

**DATED AS OF OCTOBER 17, 1989**

**TO**

**EQUIPMENT TRUST AGREEMENT**

**DATED AS OF JUNE 15, 1975**

**BY AND BETWEEN**

**THE FIRST NATIONAL BANK OF CHICAGO**

**AND**

**ITEL RAIL CORPORATION**

**SUPPLEMENTAL AGREEMENT NO. 8**

**EQUIPMENT TRUST AGREEMENT**

**DATED AS OF JUNE 15, 1975**

**(SERIES 6)**

This Supplemental Agreement (the "Supplemental Agreement"), dated as of October 17, 1989, is made by and between The First National Bank of Chicago, a national banking association incorporated and existing under the laws of the United States, as Trustee (the "Trustee"), and Itel Rail Corporation, successor by merger and name change to Pullman Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware (the "Company").

**WHEREAS**, the Trustee and the Company are parties to an Equipment Trust Agreement dated as of June 15, 1975 as supplemented and amended (as so supplemented and amended, the "Equipment Trust Agreement"); and

**WHEREAS**, several units of the Trust Equipment, as defined in the Equipment Trust Agreement, have become worn out, unsuitable for use, lost or destroyed and have been reported by the Company to the Trustee as required by Section 5.08 of the Equipment Trust Agreement; and

**WHEREAS**, in accordance with Section 5.06 of the Equipment Trust Agreement, the Company wishes to convey to the Trustee other Equipment, as defined in the Equipment Trust Agreement, which has a value to the Company of not less than the value of such units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed, in lieu of delivering to the Trustee cash equal to the value of such units of Trust Equipment; and

**WHEREAS**, Section 12.01 Of the Equipment Trust Agreement authorizes the Trustee and the Company to enter into agreements supplemental to the Equipment Trust Agreement which do not adversely affect the interests of the holders of Trust Certificates, as defined in the Equipment Trust Agreement, without the consent of such holders; and

**WHEREAS**, pursuant to the provisions of Section 12.01 of the Equipment Trust Agreement, the Equipment Trust Agreement heretofore has been supplemented by various supplemental agreements similar to this Supplemental Agreement; and

**WHEREAS**, the Trustee and the Company desire to enter into this Supplemental Agreement to permit such substitution of units of Equipment for the units of Trust Equipment which heretofore have become worn out, unsuitable for use, lost or destroyed.

**NOW, THEREFORE,** in consideration of the mutual covenants and promises herein contained, the Trustee and the Company agree as follows:

1. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since the date of most recent similar supplemental agreement. Each of such units of Trust Equipment is hereby deleted from Schedule A to the Equipment Trust Agreement.

2. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution for the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.

3. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue in full force and effect.

**IN WITNESS WHEREOF,** the Trustee and the Company have caused their names to be signed hereto by their respective officers duly authorized as of the day and year first above written.

**THE FIRST NATIONAL BANK OF CHICAGO,  
AS TRUSTEE**

Attest:

R. J. J. J.

By

James A. Deenno

Title

Chief Officer

**ITEL RAIL CORPORATION**

Attest:

Howard S. Ch.

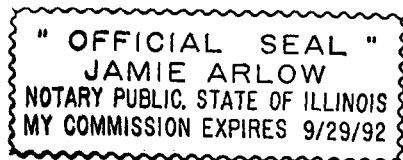
By

Robert K. K.

Title Vice President and Treasurer

STATE OF ILLINOIS       )  
                                  ) ss.  
COUNTY OF                )

On this \_\_\_\_ day of October, 1989, before me personally appeared JANICE OTT ROMUDDO, to me personally known, who being by me duly sworn says that she is TRUST OFFICER of The First National Bank of Chicago, that the foregoing Supplemental Agreement was signed on behalf of said corporation by authority of its board of directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

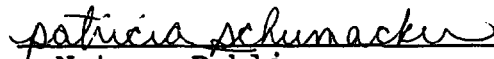


  
\_\_\_\_\_  
Notary Public

STATE OF CALIFORNIA       )  
                                  ) ss.  
COUNTY OF SAN FRANCISCO )

On this 23<sup>rd</sup> day of October, 1989, before me personally appeared Robert C. Kiehnlle, to me personally known, who being by me duly sworn says that he is Vice President and Treasurer of Itel Rail Corporation, that the foregoing Supplemental Agreement was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



  
\_\_\_\_\_  
Notary Public

SCHEDULE A - CASUALTIED EQUIPMENT  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF APRIL 1, 1974  
(Series 6)

QUANTITY	DESCRIPTION	CAR NUMBERS	FAIR VALUE*	EQUIPMENT FIRST PUT INTO USE NO LATER THAN
4	4750 cu. ft., 100-Ton capacity covered hopper	PTLX 14556 14608 14662 14720	\$27,615.32	5/74
2	4750 cu. ft., 100-Ton capacity covered hopper	PTLX 34522 SOO 34478	16,669.44	6/74
2	4750 cu. ft., 100-Ton capacity covered hopper	PTLX 14212 14309	15,085.22	7/74
1	0,800 gallon non insulated tank	PTLX 120219	10,842.91	7/74
1	4750 cu. ft., 100 Ton capacity covered hopper	PTLX 14976	9,558.28	9/74
1	4750 cu. ft., 100 Ton capacity covered hopper	PTLX 15618	8,802.34	10/74
1	4750 cu. ft., 100 Ton capacity covered hopper	PTLX 15551	8,320.81	11/74

1	23,500 gallon, 100-Ton coil and insulated tank car	PLCX 224106	40,788.75	2/80
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13	TOTALS		\$137,683.07	
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\* The fair value of the Trust Equipment which is set forth above is the actual fair value thereof which is greater than the cost thereof certified to the Trustee less an amount equal to 4.5% of such cost for covered hopper cars and 3.6% for tank cars for each full period of one year elapsed between the date such unit was first put in use as certified to the Trustee and the date as of which fair value is to be determined.



SCHEDULE B - SUBSTITUTED EQUIPMENT  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF APRIL 15, 1975  
(Series 6)

QUANTITY	DESCRIPTION	CAR NUMBERS	FAIR VALUE*	EQUIPMENT FIRST PUT INTO USE	
				NO LATER THAN	
19	4750 cu. ft., 100-ton covered hoppers	UNPX 131532, 121533 121534, 121535 121536, 121537 121539, 121540 121541, 121542 121543, 121545 121546, 121547 121548, 121549 121550, 121551 121552	\$142,054.00		10/74

19	TOTALS		\$142,054.00		
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\* The fair value of the equipment which is set forth above is the value thereof as of the date of the transfer thereof to the Trustee as determined in accordance with the Code of Rules Governing the Condition of and Repairs to Freight and Passenger Cars for the Interchange of Traffic, adopted by the Association of American Railroads, Operations and Maintenance Department, Mechanical Division, as in effect at the time in question which is equal to (i) the depreciated book value on the books of Pullman Leasing Company, as of the date of transfer thereof to the Trustee and (ii) the cost thereof, less an amount equal to 3.6% of such cost for each full period of one year elapsed between the date such unit was first put to use, and the date of the transfer thereof to the Trustee and which is less than the actual fair value thereof to Pullman Leasing Company.

SCHEDULE A - SUBSTITUTED EQUIPMENT  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF APRIL 15, 1975  
(Series 6)

QUANTITY	DESCRIPTION	CAR NUMBERS	FAIR VALUE*	EQUIPMENT FIRST PUT INTO USE NO LATER THAN
19	4750 cu. ft., 100-ton covered hoppers	UNPX 131532, 121533 121534, 121535 121536, 121537 121539, 121540 121541, 121542 121543, 121545 121546, 121547 121548, 121549 121550, 121551 121552	\$142,054.00	10/74
19	TOTALS		\$142,054.00	

\* The fair value of the equipment which is set forth above is the value thereof as of the date of the transfer thereof to the Trustee as determined in accordance with the Code of Rules Governing the Condition of and Repairs to Freight and Passenger Cars for the Interchange of Traffic, adopted by the Association of American Railroads, Operations and Maintenance Department, Mechanical Division, as in effect at the time in question which is equal to (i) the depreciated book value on the books of Pullman Leasing Company, as of the date of transfer thereof to the Trustee and (ii) the cost thereof, less an amount equal to 3.6% of such cost for each full period of one year elapsed between the date such unit was first put to use, and the date of the transfer thereof to the Trustee and which is less than the actual fair value thereof to Pullman Leasing Company.